

EXHIBIT 27

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2 IN THE UNITED STATES BANKRUPTCY COURT

3 IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK

4 -----

5 In re:

6 Case No.:19-13895-jlg

7 ORLY GENGER,

8

9 Debtor

10 _____

11 August 17, 2020

12 10:00 a.m.

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16 DEPOSITION OF ORLY GENGER, pursuant to
17 Order and held via Zoom before a stenotype reporter
18 and Notary Public in and of the State of New York.

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| <p>1 A P P E A R A N C E S</p> <p>2</p> <p>3 EMMET, MARVIN & MARTIN, LLP 4 Attorneys for Sagi Genger 5 120 Broadway 6 New York, New York 10271 7 Telephone: 212-238-3000 8 Fax: 212-538-3100 9 Email: idellaportas@emmetmarvin.com 10 BY: JOHN DELLAPORTAS, ESQ.</p> <p>11 TOGUT, SEGAL & SEGAL, LLP 12 Attorneys for Aric Genger 13 One Penn Plaza, Suite 3335 14 New York, NY, 10119 15 Telephone: 212-594-5000 16 Fax: 212-967-4258 17 Email: jborrelli@teamtogut.com 18 BY: JARED C. BORRELLI, ESQ.</p> <p>19 KASOWITZ, BENSON, TORRES, LLP 20 Attorneys for Kasowitz Law Firm 21 1633 Broadway 22 New York, NY 10019 23 Telephone: (212) 506-1700 24 Fax: (212) 506-1800 25 Email: MBowen@kasowitz.com BY: MICHAEL PAUL BOWEN, ESQ.</p> <p>26 KASOWITZ, BENSON, TORRES, LLP 27 Attorneys for Kasowitz Law Firm 28 1633 Broadway 29 New York, NY 10019 30 Telephone: (212) 506-1700 31 Fax: (212) 506-1800 32 Email: AKurland@kasowitz.com 33 BY: ANDREW KURLAND, ESQ.</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> | <p>Page 2</p> <p>1 A P P E A R A N C E S (continued)</p> <p>2</p> <p>3 EMMET, MARVIN & MARTIN, LLP 4 Attorneys for Sagi Genger 5 120 Broadway 6 New York, New York 10271 7 Telephone: 212-238-3000 8 Fax: 212-538-3100 9 Email: BKHINCHUK@EMMETMARVIN.COM 10 BY: BETH KHINCHUK, ESQ.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> |
| <p>1 A P P E A R A N C E S (continued)</p> <p>2</p> <p>3 ERIC D. HERSCHEMANN 4 1633 Broadway 5 New York, NY 10019 6 Telephone: (212) 506-1700 7 Fax: (212) 506-1800 8 Email: Eherschmann@kasowitz.com 9 BY: ERIC D. HERSCHEMANN, ESQ.</p> <p>10 REITLER KAILAS & ROSENBLATT 11 Attorneys for Orly Genger Chapter 7 12 885 Third Ave, 20th Floor 13 New York, New York 10022 14 Telephone: 212-209-3050 15 Facsimile: 212-371-5500 16 BY: YANN GERON, ESQ.</p> <p>17 HUGHES HUBBARD & REED 18 Attorneys for ADBG 19 One Battery Park Plaza 20 New York, NY 10004-1482 21 Telephone: (212) 837-6000 22 Fax: (212) 422-4726 23 Email: chris.gartman@hugheshubbard.com 24 BY: CHRIS GARTMAN, ESQ.</p> <p>25 TARTER KRINSKY & DROGIN 26 Attorneys for Chapter 7 Trustee 27 1350 Broadway 28 New York, NY 10018 29 Telephone: 212-216-1141 30 Fax: 212-216-8001 31 Email: rcavalieri@tarterkrinsky.com 32 BY: ROCCO A. CAVALIERE, ESQ.</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> | <p>Page 3</p> <p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: EXAMINATION BY: PAGES: 4 Orly Genger Mr. Dellaportas 8-90, 5 107-111 6 Mr. Herschmann 91-98 7 Mr. Cavaliere 99-102 8 Mr. Bowen 102-107</p> <p>9 PREVIOUSLY MARKED EXHIBITS:</p> <p>10 NUMBER: DESCRIPTION: PAGE: 11 Orly 2 EH Promissory Note 49 12 Orly 3 AG Promissory Note 51 13 Orly 6 American Express Card 87 14 Orly 8 Bankruptcy Schedule 39 15 Orly 10 Deed of Trust 80 16 Orly 11 Escrow Agreement 55 17 Orly 19 Bank Statements 16 18 Orly 23 Subordination Agreement 58 19 Orly 29 Unanimous Written Consent 12 20 Orly 31 Bill Fischer Email 68 21 Orly 35 Appraisal 11 22 Orly 36 Law Firm Payments 22 23 Orly 39 First Amendment to Credit Agmt. 60 24 Orly 40 First Amendment to Credit Agmt.2) 60</p> <p>25</p> |

1 A Yeah, I would sort have to refresh my
2 memory. Offhand I don't recall exactly when.
3 Q Okay. And why was that change made?
4 A My husband decided he didn't want me to
5 have it any longer.
6 Q And during the period in which you had use
7 of that card, who paid the bills? You or someone
8 else?
9 A My husband.
10 Q Have you heard of something called the
11 Lily Herschmann 2020 Lifetime Trust?
12 A No.
13 Q Putting aside the name, are you aware that
14 a trust has been set up for the benefit of your
15 daughter?
16 A No.

17 MR. DELLAPORTAS: One second. We are
18 pretty close to done. We're going to take a
19 few minute break to review my notes and then
20 final questions. Five minutes.

21 VIDEOGRAHPHER: Going off the record at
22 1:02.

23 (Break.)

24 VIDEOGRAHPHER: Going on the record at
25 1:08.

1 MR. DELLAPORTAS: So, subject to any
2 discovery rulings from the Court which may
3 produce additional withheld documents, we have
4 no further questions at this time.

5 MR. GERON: Okay. Thank you.

6 MR. HERSHMANN: Do you mind if we take a
7 five minute break just to get an idea how much
8 time people have?

9 MR. DELLAPORTAS: No problem.

10 MR. HERSHMANN: So, can we come back at
11 1:15, six minutes?

12 MR. DELLAPORTAS: Fine by me.

13 MR. HERSHMANN: Okay thanks.

14 VIDEOGRAHPHER: Going off the record at
15 1:09.

16 (Break.)

17 VIDEOGRAHPHER: Going on the record at
18 1:18.

19 Examination by Mr. Herschmann:

20 Q Ms. Genger, it's Eric Hershmann, I just
21 have some quick questions to followup on, some of
22 Mr. Dellaportas' questions and some of his filings.

23 Let's stay with the America Express
24 Statements that he's left on the screen for us. To
25 be clear, Mr. Dellaportas has never asked you about

1 what the expenditures were on the America Express
2 Card; is that correct? Either in the post-judgment
3 deposition or at other times?
4 A I don't believe he did.
5 Q And to be clear, when you used the America
6 Express Card, did that money go to you?
7 A No.
8 Q Did you ever have a joint bank account
9 with me?
10 A No.
11 Q And when homeowner or house-owner related
12 expenses were paid for the apartment in Texas,
13 whether it be property taxes or utilities or
14 anything, did any of that money go to you?
15 A No.
16 Q Is it accurate that from 2016 to the
17 present, that you haven't received ten thousand
18 dollars, either in a bank account or in cash from
19 me?
20 MR. DELLAPORTAS: Objection.
21 A No.
22 MR. HERSHMANN: What's the basis for the
23 objection?
24 MR. DELLAPORTAS: Leading.
25 Q Ms. Genger, have you received any cash,

1 meaning green dollars, in excess of ten thousand
2 dollars from me?
3 A No.
4 Q Have you ever had a joint account, bank
5 account, that had any money in it, ever?
6 A No.
7 Q And for example, if you charged a medical
8 visit on the credit card, did that money go to you
9 or did it actually go to physician treating you or
10 our daughter?
11 A It did not go to me. It went to whatever,
12 the doctor.
13 Q And is that true of every charge that you
14 ever made on the America Express card the money
15 never went to you?
16 A Yes, that's true.
17 Q Now, Mr. Dellaportas has cited in letter
18 to the Court and has put in as reference to part of
19 your testimony in the post-judgment discovery
20 deposition that he took on March 7, 2019 --
21 MR. DELLAPORTAS: John, can you take down
22 America Express exhibit please? Thank you.
23 Q -- Ms. Genger, do you recall in March of
24 2019 being depose by Mr. Dellaportas?
25 A I'm sorry --

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| <p>1 MR. HERSHMANN: Objection to form. 2 A I don't remember. 3 Q Is this understanding that you've just 4 described, that you would have no entitlement to the 5 \$32.3, but only to a 10.3 million escrow agreement 6 not in your name, is that understanding reflected in 7 writing anywhere? 8 MR. BOWEN: I object to the form of that 9 question. 10 A Again, I don't know you said? 11 THE WITNESS: Deirdre, I apologize, can 12 you repeat the question? 13 MR. DELLAPORTAS: Ma'am you can read it 14 back. 15 (Reporter reads back requested portion.) 16 A When you say, Escrow Agreement not in your name, I'm not sure what that means. When I'm referring to 10.3, it's the original 10.3 which is the TRI shares of -- and you're asking me is my understanding written anywhere? 17 THE WITNESS: John, I don't know, you're not looking at me? 18 MR. DELLAPORTAS: Yeah, that's a fair recitation to my question.</p> | <p>Page 110</p> <p>1 STATE OF NEW YORK) 2) ss. 3 COUNTY OF WESTCHESTER) 4 5 I, DEIRDRE SMITH, Court Reporter and 6 Notary Public with and for the County of 7 Westchester, State of New York, do hereby certify 8 that I reported the proceedings that are 9 hereinbefore set forth, and that such transcript is 10 a true and accurate record of said proceedings. 11 12 I further certify that I am not related to 13 any of the parties to this action by blood or 14 marriage, and that I am in no way interested in the 15 outcome of this matter. 16 17 WITNESS MY HAND, this 17th day of August, 2020. 18 19 20 21 Deirdre Smith My commission expires: 22 Notary Public April, 2022 23 24 25</p> |
| <p>1 A Okay. To, my recollection is that it is 2 reflected in the Trump Settlement Agreement. That's 3 my recollection. 4 Q Other than Trump Settlement Agreement is 5 that understanding reflected in any other written 6 document? It doesn't have to be an agreement, it 7 can be an email, a letter, anything? 8 A I don't know. I mean -- I don't know. 9 From me? Not that I have. 10 Q Okay. Whether you have it or not are you 11 aware of that understanding being reflected in any 12 document? 13 A No. 14 MR. DELLAPORTAS: I have nothing further. 15 Bodega? 16 MR. HERSHMANN: We are concluded. 17 VIDEOGRAHPER: This completes today's 18 deposition of Orly Genger. 19 Going off the record at 1:46. 20 (End of proceedings.) 21 22 23 24 25</p> | |

Errata Sheet

I, Orly Genger, wish to make the following changes to the transcript of my deposition in the case captioned *In re Orly Genger*, U.S.B.C. S.D.N.Y. Case No. 19-13895-JLG, for the following reasons:

Day 1, 6/24/20

| PAGE | LINE | CHANGE FROM | CHANGE TO | REASON |
|------|------|---|-------------------------------------|---------------------|
| 35 | 16 | Keep it or share it | May keep it or share it | Clarification |
| 71 | 14 | I don't remember. I said I don't remember | No | Clarification |
| 80 | 19 | ...it is a situation | ...it is a stressful situation... | Clarification |
| 83 | 9 | ...maybe a month or something | ...maybe months or something | Transcription error |
| 107 | 14 | If I did you would know | No, if I did you would know | Clarification |
| 112 | 20 | I believe there is, but again... | I believe there isn't, but again... | Transcription error |
| 113 | 8 | I believe there is, however... | I believe there isn't, however... | Transcription error |

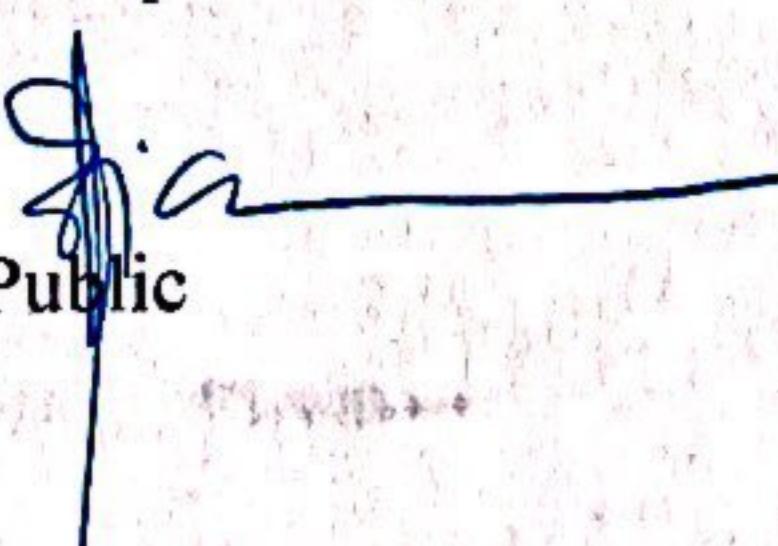
Day 2, 8/17/20

| PAGE | LINE | CHANGE FROM | CHANGE TO | REASON |
|------|------|---|----------------------------------|---------------|
| 80 | 14 | ...after a conversation | ...after a conversation with him | Clarification |
| 92 | 21 | No | Yes, it's accurate. | Clarification |
| 97 | 17 | ...decision, also by, you know, under the consultation... | ...decision in consultation | Clarification |
| 111 | 13 | No | No, I don't believe so | Clarification |

Dated: September 14, 2020

 Orly Genger

Sworn to before me this
14 day of September, 2020


Notary Public

